

**DEPARTMENT OF SOCIAL SERVICES**

744 P Street, M.S. 7-747, Sacramento, CA 95814



January 15, 2003

**RFP 02-18  
REQUEST FOR PROPOSAL  
Notice to Prospective Proposers**

You are invited to review and respond to this Request for Proposal (RFP) entitled, RFP 02-18, "Safely Surrendered Baby (SSB) Public Education Campaign." In submitting your proposal, you must comply with the instructions found herein.

If a discrepancy occurs between the information appearing in the advertisement placed in the California State Contracts Register and the information herein, the information in this letter and in the enclosed RFP shall take precedence.

**1. Proposal Submission Deadline**

Regardless of postmark or method of delivery, the California Department of Social Services' (CDSS) Contracts Bureau must receive proposals no later than **4:00 p.m. on February 20, 2003.**

**2. Disabled Veteran Business Enterprise (DVBE) Participation Requirements**

California Law requires Disabled Veteran Business Enterprise (DVBE) participation and/or performance of a good faith effort (GFE) to meet these requirements. You should begin this process promptly. Out-of-state firms must also comply with California's DVBE participation requirements.

**3. Funding Limit**

The maximum amount of funding available for these services is \$1,250,000 for the entire contract term of April 1, 2003 through March 31, 2005. The California Children and Families Commission (also known as First Five) is providing funding in the amount of \$1,000,000 to CDSS.

**4. Informational Web Site**

Information on the Safely Surrendered Baby Campaign can be viewed on the California Department of Social Services' Internet site at: <http://www.dss.cahwnet.gov>, under Quick Links, Safely Surrendered Baby Campaign. The following information is available on the Internet site: SSB Campaign Frequently Asked Questions, SSB Public Service Announcements, SSB Publications (brochure, poster, wallet card), SSB Campaign Fact Sheet, CDSS ACL Regarding SSB Law, SSB Law (SB 1368), SSB School Curriculum (AB 2817), billboard/transit/ad mechanicals, television spot, and a teacher curriculum kit (which will need to be revised by contractor to reflect California law). A copy of this RFP is also available on the CDSS' SSB Internet site.

Please direct all inquiries concerning this RFP to Rosa Sanchez at (916) 657-2364.

Thank you for your interest.

Sincerely,

JOHN E. AYSON, Chief  
Contracts Bureau

Enclosure

## Request for Proposal (RFP) 02-18

### Safely Surrendered Baby Public Education Campaign

## Table of Contents

A.	BACKGROUND AND PURPOSE .....	1
	1. <u>Background</u> .....	1
	2. <u>Purpose</u> .....	2
B.	TIME SCHEDULE .....	3
C.	CONTRACT TERM .....	3
D.	WHO MAY SUBMIT PROPOSALS .....	3
E.	PRE-PROPOSAL CONFERENCE .....	3
F.	PROPOSER QUESTIONS .....	4
G.	REASONABLE ACCOMMODATIONS .....	5
H.	SCOPE OF WORK (SOW) .....	5
	1. <u>Media Market Research, Analysis and Media Buying</u> .....	6
	2. <u>Public Relations</u> .....	6
	3. <u>Community Outreach</u> .....	7
	4. <u>Media and Corporate Partnerships</u> .....	7
I.	PROPOSAL FORMAT AND CONTENT REQUIREMENTS .....	8
	1. <u>General Instructions</u> .....	8
	2. <u>Format Requirements</u> .....	8
	3. <u>Content Requirements</u> .....	9
J.	PROPOSAL SUBMISSION .....	12
K.	EVALUATION AND SELECTION .....	13
	1. <u>Phase 1 – Required Attachment/Certification Checklist Review</u> .....	13
	2. <u>Phase 2 – Proposal Evaluation/Scoring</u> .....	13
L.	GENERAL RFP INFORMATION .....	15
	1. <u>Nonresponsive Proposals</u> .....	15
	2. <u>Proposal Modifications After Submission</u> .....	15
	3. <u>Withdrawal and/or Resubmission of Proposal</u> .....	16
	4. <u>Contract Award and Protests</u> .....	16
	5. <u>Disposition of Proposals</u> .....	17
	6. <u>CDSS Rights</u> .....	17
	7. <u>News Releases</u> .....	18
M.	SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM .....	18
N.	DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION PROGRAM REQUIREMENTS .....	19
O.	CONTRACT TERMS AND CONDITIONS. ....	19

P. EXHIBITS AND ATTACHMENTS

Exhibit I	Executive Summary for Phase I of the Campaign
Exhibit II	Travel Rates
Exhibit III	Sample Contract

Attachment A	Proposal Cover Letter and Statement of Intent to Meet RFP Requirements
Attachment B	Required Attachment Checklist
Attachment C	Proposer References
Attachment D	Proposer Certification and Bid Sheet
Attachment E	Cost Sheet
Attachment E.1	Budget Detail
Attachment F	DVBE Participation Program Requirements

## A. BACKGROUND AND PURPOSE

### 1. Background

On September 2000 Governor Davis signed Senate Bill 1368 (Chapter 824, Statutes of 2000, Senator Brulte) "Safe Arms for Newborns" law, also known as the Safely Surrendered Baby law, and in January 1, 2001, the law was enacted. This law allows a parent or other person with lawful custody to safely surrender an infant 72 hours old or younger to any hospital emergency room or other "safe haven" site such as a fire station, if the County Board of Supervisors designate sites other than hospitals.

When Governor Davis signed SB 1368 into law, the bill did not provide any funding to promote the new law. However, Governor Davis directed the California Department of Social Services (CDSS) to take the lead and work with other state health and human services agencies to identify either existing funds in current public outreach campaigns, or to identify new funds from other sources. With the exception of a press release announcing the new law in January 2001, no formal outreach campaign existed. The CDSS formed a statewide inter-agency committee that included representatives from the Department of Health Services, Department of Alcohol and Drug Programs, Department of Mental Health, Attorney General's Office, and the California Children and Families Commission to identify and develop a media outreach strategy that included finding existing funds to publicize the Safely Surrendered Baby law.

In April 2002, CDSS identified \$500,000 in existing funds in the Office of Child Abuse Prevention, and secured an additional \$1 million from the California Children and Families Commission (also known as First Five). Once the funding was secured, the CDSS conducted a survey of other states that also had Safely Surrendered Baby laws to determine if a campaign existed that could be adopted by California. Through our research, it was determined that the State of New Jersey's campaign, "No Shame, No Blame, No Names," represented the type of comprehensive, direct, non-judgmental and effective approach we wanted to take. This campaign has proven very effective during the three years that New Jersey has been using it. The campaign has two thrusts—a "push", and a "pull." The "push" is designed to get educational information in the hands of the support systems that might come in contact with the parent(s). The "pull" effort is in the form of an advertising campaign designed to reach the parent(s) directly. The CDSS contracted with the New Jersey vendor (Dana Communications) to adapt all the campaign materials developed for the State of New Jersey campaign for California.

The campaign materials include: a brochure, wallet card (aimed at mothers), poster, billboard mechanicals, transit mechanicals, ad mechanical for newspapers, broadcast tapes, and print copy. Materials are available in both English and Spanish. A teacher curriculum kit (aimed at health teachers for use in complying with Assembly Bill 2817, (Chapter 1099, Statutes of 2002) was developed for the New Jersey campaign but will need to be revised by the contractor to reflect California law. Proposers may view campaign materials on the CDSS Internet site at: <http://www.dss.cahwnet.gov>, under Quick Links, Safely Surrendered Baby Campaign.

The Los Angeles County Board of Supervisors designated a Safe Haven Task Force to make recommendations to the Board on implementing the Safely Surrendered Baby law in Los Angeles County given the number of incidents of abandoned babies reported by the media. The Safe Haven Task Force added county fire stations as additional safe haven

sites along with hospital emergency rooms. In addition to other recommendations, the Safe Haven Task Force also developed a Safe Haven logo to place a consistent statewide sign on each safe haven location so as not to confuse a person who may not be close to a hospital and lives in a county where other safe haven sites have been adopted, such as fire stations, health clinics, etc.

## 2. Purpose

The CDSS is publishing this Request for Proposals (RFP) to obtain professional services for a statewide multimedia and public relations Safely Surrendered Baby Public Education Campaign. The purpose of this campaign is to inform and educate all Californians about the new law and the actions local counties have taken to implement the law.

The Campaign uses a two-phase, multifaceted approach. Phase I was publicly launched on October 2, 2002 in Los Angeles and focused on obtaining radio buys in Los Angeles and San Francisco to publicize the law. Phase I also included the initial distribution of already-developed public education materials. Phase I ended December 31, 2002. CDSS contracted with The Marketing Department to perform services for Phase I of the Campaign. The amount of the contract for Phase 1 was \$250,000. Refer to **Exhibit I** for an Executive Summary of the October Monthly Summary Report submitted by The Marketing Department on Phase I.

This RFP will procure services to be provided under Phase II of the Campaign. Phase II includes multimedia advertising, community outreach, potential corporate partnership/sponsorship development, and public relations. The successful proposer, (also referred to as "contractor") will use materials already developed by CDSS, with the exception of the teacher curriculum kit which the contractor will be required to revise to reflect California law.

Our primary goal is to publicize the fact that California has the Safely Surrendered Baby law and give specifics about how the law works and to:

- Increase the level of awareness among Californians about the new law.
- Prevent baby abandonment in California by providing a safe and compassionate alternative to a desperate mother who may feel she has no alternative.
- Reinforce the positive message that parents and others having lawful custody can safely surrender their baby at a hospital emergency room or other location designated by the County Board of Supervisors.

It is important that the campaign, at all times, stress that the parent or person with lawful custody is taking positive action by surrendering a newborn infant to a designated safe place. This is especially important when developing public relations and conducting community outreach.

The campaign is targeted toward Californians statewide and must reach a wide audience. Particular focus must be directed toward females from 14 through 38 years of age.

The Campaign must be conducted in English and Spanish. The current Campaign materials are available in these languages.

**B. TIME SCHEDULE**

Below is the tentative time schedule for this procurement:

<b>EVENT</b>	<b>DATE</b>	<b>TIME (If applicable)</b>
RFP Available to Prospective Proposers	January 15, 2003	
Pre-Proposal Conference (Voluntary)	January 30, 2003	10:00 a.m.
Final Date for Proposal Submission	February 20, 2003	4:00 p.m.
Notice of Intent to Award	February 28, 2003	
Last Day to Protest	March 7, 2003	4:00 p.m.
Proposed Contract Start Date	April 1, 2003	

**C. CONTRACT TERM**

The term of the resulting agreement is expected to be 24 months and is anticipated to be from April 1, 2003, through March 31, 2005.

The resulting contract will be of no force or effect until it is signed by both parties and approved by the Department of General Services. The contractor is hereby advised not to commence performance until all approvals have been obtained. Should performance commence before all approvals are obtained, said services may be considered to have been volunteered.

**D. WHO MAY SUBMIT PROPOSALS**

1. Any individual, partnership, corporation, public or private agency, or organization that can demonstrate the ability to perform services as described herein may submit a proposal.
2. Proposer must have, or shall establish and maintain, an office within the boundaries of the State of California. Travel expenses shall be charged on the premise that such travel originates from the contractor's California office.
3. Proposer must have a minimum of three years of verifiable experience in advertising, with particular emphasis on purchasing media and negotiating value-added programs.
4. Corporations must be in good standing and qualified to conduct business in California.

**E. PRE-PROPOSAL CONFERENCE**

CDSS will conduct a voluntary Pre-Proposal Conference on January 30, 2003 beginning at 10:00 a.m. at the following location:

California Department of Social Services  
744 P Street, First Floor Auditorium  
Sacramento, CA 95814

The purpose of the conference is to:

- Allow proposers to ask questions about the services sought or RFP requirements and/or instructions.
- Share the answers to general questions and inquiries received before and during the conference.

Remarks and explanations provided in response to questions are unofficial and do not change the provisions of the RFP and are not binding unless reduced to writing.

Carefully review this RFP before the conference date to familiarize yourself with the qualification requirements, scope of work and proposal content requirements. Proposers are encouraged to have their copy of this RFP available for reference during the conference.

Refer to the RFP section entitled, "Proposer Questions" for instructions on how to submit written questions.

CDSS reserves the right to determine which questions will be answered verbally at the conference and which will be answered only in writing in the summary of issues raised.

After the conference, CDSS will summarize all general questions and issues raised before and during the conference and mail the summary and responses to all persons to whom CDSS has sent copies of this RFP. If an inquiry appears to be unique to a single firm or is marked "Confidential," CDSS will respond only to the inquirer if CDSS concurs with the proposer's claim that the inquiry is sensitive or proprietary in nature. If CDSS does not concur, the inquiry will be answered in the manner described herein and the proposer will be so notified. Inquiries and/or responses that CDSS agrees should be held in confidence shall be held in confidence only until the "Notice of Intent to Award" is posted.

Proposers are responsible for their costs to attend/participate in the conference. Those costs cannot be charged to CDSS or included in any cost element of the proposer's price offering.

## **F. PROPOSER QUESTIONS**

Any proposer that fails to report a known or suspected problem with the RFP or fails to seek clarification and/or correction of the RFP shall submit a proposal at his/her own risk.

Proposers are encouraged to submit written questions about this RFP to CDSS no later than January 27, 2003 so that answers can be prepared in advance to the conference. Questions may be sent by mail, fax, or email and are to be labeled/addressed as follows:

### **Questions RFP 02-18**

Rosa Sanchez

California Department of Social Services

Contracts Bureau

744 P Street, M.S. 7-747

Sacramento, CA 95814

FAX: (916) 657-2362

Email: [rosa.sanchez@dss.ca.gov](mailto:rosa.sanchez@dss.ca.gov)



**Note:** CDSS' internal processing of U.S. mail may add up to 48 hours to the delivery time.

Proposers may contact **ONLY** the individual identified above and are specifically directed not to contact other CDSS personnel for meetings, conferences or technical discussion related to this RFP. No questions will be answered by other CDSS staff.

Include the following information in you inquiry:

- Your name, name of your firm, mailing address, area code and telephone number, fax number and email address.
- A description of the subject or issue in question or discrepancy found.
- RFP section, page number, or other information useful in identifying the specific problem or issue in question.
- Remedy sought, if any.

#### **G. REASONABLE ACCOMMODATIONS**

Upon request, CDSS will provide reasonable accommodation to a prospective proposer with a physical impairment who needs assistance to participate/attend the Pre-Proposal Conference. Call Rosa Sanchez at (916) 657-2364 no later than the fifth working day prior to the conference date to arrange for reasonable accommodations.

#### **H. SCOPE OF WORK (SOW)**

Using a campaign theme, slogan and materials already developed, the California Safely Surrendered Baby Public Education Campaign, authorized by SB 1368, may employ a varied mix of media, including print, radio, television, outdoor and transit advertising to reach its target audience. In addition, it is anticipated the campaign will include community outreach strategies, local public relations efforts and media and corporate partnerships. Although campaign creative materials have been produced, the contractor will be required to revise the New Jersey teacher curriculum kit to reflect California law.

It is important that the campaign, at all times, stress that the parent or person with lawful custody is taking positive action by surrendering a newborn infant to a designated safe place. This is especially important when developing public relations and conducting community outreach.

The Campaign is targeted toward Californians statewide and must reach a wide audience. Particular focus must be directed toward females from 14 through 38 years of age representing a variety of demographic characteristics.

The Campaign must be conducted in English and Spanish. The current Campaign materials are available in these languages.

As a guideline for the focus of activities, CDSS expects approximately 70% of the total bid amount for this contract to be dedicated to externally-focused activities, which will draw attention to the Safely Surrendered Baby legislation and campaign. For example, if the bid amount is \$1,000,000, at least \$700,000 should be allocated to externally-focused activities. These include public relations, community relations, securing corporate and media sponsors (if the

proposer chooses to do so) and purchase of broadcast, print, outdoor and transit advertising and other activities the proposer may delineate. The CDSS believes that approximately 50% of the total bid amount (or \$500,000 based on the bid amount stated above) should be dedicated exclusively to the purchase of broadcast, print, outdoor and transit advertising. The CDSS will expect that any proposals that deviate from that proposition provide detailed justification for their recommendations.

The contractor is responsible for tasks and activities including, but not limited to, the **components** listed below.

#### 1. Media Market Research, Analysis and Media Buying

Analyze existing market research and identify and execute effective media buys that reach the target audience with greatest efficiency and report results to CDSS.

Media analysis shall include ratings, rankings and demographic justifications that demonstrate the appropriateness of suggested market placements of messages in order to reach the target audience (with emphasis on females 14 through 38 years of age). Contractor shall provide counts, estimated viewing audience and other measures of the identified audience exposure to all elements of the campaign.

Develop and implement procedures to track media buys, donated or free advertising and other campaign activities and provide reports as indicated in the quarterly and final reports section of the SOW.

Using the Safely Surrendered Baby print, broadcast, transit and outdoor materials provided by CDSS, contractor shall develop and produce a comprehensive public awareness/media campaign for reaching the target audience in both Spanish and English languages. This shall include but not be limited to:

- Media buys in the Los Angeles, San Diego, San Francisco, Sacramento and Fresno markets. Other California markets may be included at the contractor's option and with appropriate market and target audience research justifications.
- Each media buy shall identify the appropriate media mix specific to the target audience in that particular market.
- Each media buy shall include both purchased time and space and value-added programs to increase the reach and impact on the target market. "Value-added" programs include, but are not limited to, free or donated media time/space, Public Service Announcements (PSA), Internet listings and links, media interviews and guest appearances.

#### 2. Public Relations

Provide general public relations support to CDSS, including but not limited to preparation and dissemination of press releases, op-eds, suggested feature stories, coordination of media and special events, news conferences, media appearances and speaking opportunities, preparation of press kits, media contact lists. Development and distribution of public relations materials such as press kits will be the responsibility of the contractor and costs should be included in your proposal.

### 3. Community Outreach

Develop and implement strategies that involve community based organizations in the dissemination of campaign materials by working with community leaders, businesses and organizations to build understanding of and support for the goals of the campaign and SB 1368. Develop and implement protocols for reaching and working with diverse populations, professional and social organizations and others that have regular contact with members of the target audience. Collateral materials, including brochure, poster, wallet card, a 30 second television spot, 15 and 60 second radio spots and billboard and print copy are already developed. Materials are available in both English and Spanish.

Contractor will be responsible for designing and executing revisions in the New Jersey teacher curriculum kit to accommodate California law. CDSS will provide the contractor with a copy of the applicable California laws for reference in making the revisions. (A copy of the New Jersey teacher curriculum kit can be viewed on the California Department of Social Services Internet site at: <http://www.dss.cahwnet.gov>, under Quick Links, Safely Surrendered Baby Campaign.) Contractor will be responsible for proposing a method for distribution of the kit in compliance with AB 2817 and will be responsible for the statewide distribution. If printing and translation is required, CDSS will assume responsibility for translating and printing the revised kit. CDSS will also assume responsibility for printing, warehousing and distribution of all other collateral materials.

### 4. Media and Corporate Partnerships

At the contractor's option, corporate and/or media sponsorships may be developed. Proposers choosing to do this will provide a narrative that clearly defines their work plan, desired results and explains how the sponsorships will be used to benefit the program.

**Quarterly and Final Reports:** At the end of each three month period following award of the contract, contractor shall provide to CDSS a printed report detailing media buys and value-added elements provided, public relations events and activities and a report on community outreach activities and their expected benefits to the dissemination of the campaign's key message as well as any appropriate corporate or media sponsor activities.

The contractor shall prepare a final report that includes a summary of all media activity, both purchased and donated, public relations events and activities, community relations events and activities, sponsor activities and recommendations for future public awareness/media campaigns. The final report shall be submitted with contractor's final invoice.

## I. PROPOSAL FORMAT AND CONTENT REQUIREMENTS

The following instructions describe the **mandatory** proposal format for the development and presentation of the proposal. The instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of the proposal. Failure to adhere to the instructions as outlined in this RFP shall be cause for disqualification and rejection of the proposal.

### 1. General Instructions

- a. Each firm or individual can submit only one proposal.
- b. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that proposer. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.
- c. All narrative portions should be straightforward, detailed, and precise. The quality of the proposal, not the volume, packaging, or elaborate displays, will receive greater attention in the evaluation process.

### 2. Format Requirements

- a. CDSS requires one (1) original and six (6) copies of the proposal. The original proposal must be marked "ORIGINAL." All documents contained in the original proposal package must have original signatures.
- b. The proposal must be submitted in the legal entity name of the proposer. The proposal must be signed by the proposer, a corporate officer, or an authorized agent of the proposer. **Signature facsimile stamps will not be accepted.**
- c. All RFP attachments that require a signature must be signed in ink, preferably in blue.
- d. Format the narrative portions of the proposal using one-inch margins at top, bottom and both sides, a font size of not less than 11 points, printed single-sided on white bond paper with sequential pagination.
- e. Bind each proposal set in a way that enables easy page removal. Loose leaf or three-ring binders are acceptable.
- f. Do not mark any portion of your proposal response as "Confidential" or "Proprietary." CDSS will disregard any such markings.

### 3. Content Requirements

This section specifies the order and content of each proposal.

a. Proposal Cover Letter and Statement of Intent to Meet RFP Requirements  
(**Attachment A**)

The proposer must complete and submit **Attachment A** as part of the proposal.

b. Required Attachment Checklist (**Attachment B**)

The proposer must complete and submit **Attachment B** as part of the proposal.

c. Table of Contents

A Table of Contents must be provided. It must identify all major sections of the proposal by page number. All exhibits and attachments must also be identified and referenced by page number.

d. Body of Proposal

- (1) Identification of Proposer - Provide a brief description of the organization and current organization chart. Include date of establishment, type of ownership, location of headquarters and major offices and the number of employees who will be engaged in this project. **This narrative should not exceed two pages.**
- (2) Management - Designate by name and provide the resume of the project manager. Describe how proposer will effectively coordinate, manage and monitor the efforts of the assigned staff including subcontractors. Contractor shall not replace the project manager without prior approval of CDSS. **This narrative should not exceed two pages.**
- (3) Personnel - Describe the qualifications of all professional personnel, including a summary of similar work or projects performed and a resume for each professional. Indicate what tasks each professional shall perform. Discuss how the number of project-funded staff, their proposed duties and time commitments are appropriate to achieve the proposed services and activities. Contractor shall not replace members of the project team without prior approval of CDSS. **This narrative should not exceed 2 pages. Do not exceed two pages per resume.**
- (4) Subcontractors - Describe the qualifications and duties or role of each subcontractor. Include resumes for subcontractor personnel. Discuss the necessity of using each subcontractor and/or independent consultant. Explain what contributions their services and expertise will add to this project. Contractor shall be responsible for establishing and maintaining contractual agreements with and reimbursement for each subcontractor for work performed in accordance with the terms of the contract. **This narrative should not exceed two pages. Do not exceed two pages per resume.**

- (5) Previous Experience and References - Show previous experience in campaigns of the type described in this RFP, with particular attention to success in soliciting earned, PSA, free, donated or bonus weight time and space. Include experience in ethnic market placement. Be specific, including campaign name, agency, markets, media and the ratio of unpaid to paid advertising obtained. **This narrative should not exceed two pages.**

On **Attachment C**, Proposer References, identify three parties or organizations for which your firm has performed assignments and a similar range of program activities.

- (6) Methodology and Work Plan - Describe the overall approach to the project, including specific administrative and operational management techniques, research, media acquisition, public and community relations activities.

For each component in the SOW, the work plan must include a separate detailed description of the methods and actions that will take place as the campaign moves forward. Include a project timeline detailing how the contractor proposes to produce the deliverables described in the contractor's proposal. **There is no page limit on the narrative for methodology and work plan.**

Proposers should consider the following when developing a proposal:

- (a) Proposer shall demonstrate the ability to conduct the media research and analysis necessary to successfully perform the requirements of this RFP.
- (b) Proposer shall be able to purchase and place buys with any medium selected, including but not limited to print, radio, television, outdoor, mass transit and Internet.
- (c) Proposer shall be familiar with the diverse demographics and media markets of California to ensure proper placement of campaign messages and optimum reach to the target audience.
- (d) Proposer shall demonstrate the ability to provide public relations services including, but not limited to, preparation of press releases and op-ed pieces, scheduling and management of media events such as news conferences, media interviews and appearances, feature stories and providing media editorial contacts in the markets in which the bidder proposes to disseminate campaign messages.
- (e) Proposer shall demonstrate the ability to provide services to effectively communicate with community, business and organizational leaders in the markets in which the bidder proposes to disseminate campaign messages.

CDSS is interested in proposals that provide well-organized, comprehensive and technically sound solutions that support the goals of the Safely Surrendered Baby campaign and SB 1368. Vague explanations may result in reduced proposal scores.

If, for any reason, the work plan does not fully address each Scope of Work requirement, fully explain each omission.

- (7) Creative Work Samples - The CDSS anticipates the need to revise the New Jersey teacher curriculum kit to reflect California law. Submit three examples of creative work completed within the last three years that illustrate the type and quality of work your agency can perform in designing brochures and other printed materials. (Please do not submit video or audio tapes or other electronic media.)
- (8) Cost - Proposals must include a completed and signed **Attachment D** (Proposer Certification and Bid Sheet), **Attachment E** (Cost Sheet), and **Attachment E.1** (Budget Detail). Specify the total costs for each component in the performance of the SOW for the entire term of the contract in **Attachment E** and provide a detailed budget for each component in the format provided in **Attachment E.1**. (The successful proposer will be required to break out the costs by State Fiscal Year for the development of the resultant contract.)
- (a) Travel Costs: Travel expenses shall be charged on the premise that such travel originates from the contractor's California office. Travel to CDSS Headquarters (744 P Street, Sacramento, CA) will be at contractor's expense. Travel to other locations, pre-authorized by CDSS contract Project Representative or designee, will be reimbursable through the contract.
- Travel expenses include the cost for lodging, food, commercial carrier fares, private car mileage allowance and incidental expenses incurred by personnel traveling on project-related activities. Reimbursement for necessary travel expenses shall be made from funds within the contract and shall not exceed those applicable to excluded State employees under the current Department of Personnel Administration Regulation (DPA 599.619). Refer to **Exhibit II** for travel and per diem rates.
- (b) Printing, Storage, & Distribution Costs: Printing in quantity for collateral materials will be provided by the CDSS via the Department of General Services, State Publishing. Do not include quantity printing costs in your bid. Unless stated otherwise, CDSS will also assume responsibility for warehousing, and distribution of collateral materials.
- (c) Operating Expenses & Indirect Costs: Any costs for operating expenses and indirect costs should be incorporated in the hourly labor rates. However, expenses such as media purchases and travel should be a separate line item listed under each Component in Exhibit E.1.

e. Additional Documentation

(1) Proof of Corporate Status

If the proposer is a Corporation, submit a copy of your firm's most current Certificate of Status issued by State of California, Office of the Secretary of State. Submit an explanation if this documentation cannot be submitted. Unless otherwise specified, do not submit copies of your firm's Bylaws or Articles of Incorporation

(2) Proof of Nonprofit status

If the proposer is a nonprofit organization, submit a copy of an IRS determination letter indicating nonprofit or 501 (3)(c) tax exempt status. Submit an explanation if this documentation cannot be submitted.

(3) Financial Statements

Proposers must submit copies of financial statements for the past three years. CDSS will accept financial statements prepared by your financial accounting department, accounting firm, or an auditing firm. A statement signed by your Chief Financial Officer certifying that the financial statements are accurate and complete must accompany all financial statements.

If a financial statement is not submitted, a statement must be included to the effect that no such report is available. Proposer must submit documentation which attests to the organization's solvency.

(4) Documentation of DVBE Participation and/or Good Faith Effort (**Attachment F**)

Read carefully and follow the completion instructions in **Attachment F**. Attach the documentation that is required.

**J. PROPOSAL SUBMISSION**

1. **One (1) original and six (6) copies** of the proposal must be received by the CDSS, Contracts Bureau, at the following address **no later than 4:00 p.m. on February 20, 2003**. Postmarks or facsimile (FAX) transmission will not be accepted in lieu of this requirement. Late proposals will be deemed nonresponsive by CDSS.
2. Proposal must be submitted under sealed cover with the proposer's business name, return address, and the words "SEALED BID -DO NOT OPEN, RFP 02-18, Due 2/20/03" indicated on the outside of the package.
3. Proposal must be submitted either by mail or by personal delivery to:

Rosa Sanchez, Contracts Officer  
California Department of Social Services  
Contracts Bureau, Room 700  
744 P Street, M.S. 7-747  
Sacramento, CA 95814

4. **Proposer Warning for Deliveries:** CDSS' internal processing of U.S. mail may add up to 48 hours to the delivery time. If you choose hand delivery, allow sufficient time to locate parking, and for visitor security procedures. You will need to provide security personnel with the name and telephone number of the person to whom the package is to be delivered. Security personnel will not accept delivery. Security will only notify the appropriate staff to accept delivery.



5. Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged in any way to CDSS.

## K. EVALUATION AND SELECTION

A multiple phase evaluation process will be used. CDSS will reject any proposal that is found to be nonresponsive at any stage of evaluation.

### 1. Phase 1 – Required Attachment/Certification Checklist Review

Upon receipt of proposals, CDSS staff will review each proposal for timeliness, completeness, and initial responsiveness to the RFP requirements. This is a pass/fail evaluation.

### 2. Phase 2 – Proposal Evaluation/Scoring

- a. Proposals that pass the Phase I review will then be submitted to an evaluation committee. The evaluation committee will evaluate and score the proposals based on the proposal's adequacy, thoroughness, and the degree to which it complies with the RFP requirements.
- b. Below are the point values and weight values for each rating category that will be scored. Proposals will be scored on a scale of 0 to 300 points, as indicated below. The maximum points possible for a proposal is 300.

<u>Rating Category</u>	<u>Points</u>	<u>X</u>	<u>Weight</u>	<u>=</u>	<u>Maximum Points</u>
Management	10	X	1.0	=	10
Personnel	10	X	3.0	=	30
Subcontractors	10	X	1.0	=	10
Previous Experience & References	10	X	3.0	=	30
Methodology & Work Plan	10	X	12.0	=	120
Creative Work Samples	10	X	1.0	=	10
Cost Points (allocation formula)	-	-	-	=	<u>90</u>
					<b>300</b>

- c. CDSS will use the following scoring system to assign points. Following this chart is a list of the considerations that reviewers may take into account when assigning individual points to a proposal.

Points	Interpretation	General Basis for Point Assignment
0	Inadequate	Does not meet CDSS requirements or expectations. Omission(s), flaw(s) or defect(s) are significant and unacceptable.
3	Barely Adequate	Content or explanation is barely adequate or barely meets CDSS' requirements. Omission(s), flaw(s) or defect(s) are inconsequential and acceptable.
6	Fully Adequate	Response is fully adequate or fully meets CDSS' needs/requirements or expectations.
10	Excellent or Outstanding	Response is above average or exceeds CDSS' needs/requirements or expectations. Proposer offers one or more enhancing feature, method or approach that will enable performance to exceed our basic expectations.

- d. In assigning points for individual rating categories, the evaluation committee will consider the following:

- (1) Extent to which a proposal response is lacking information, depth or breadth, or lacking significant facts or details, and
- (2) Extent to which a proposal response is fully developed, comprehensive, and has few if any weaknesses, defects, or deficiencies, and
- (3) Extent to which a proposal response demonstrates that the proposer understands CDSS' needs, the services sought, the target audience and how to communicate most effectively with that audience, and
- (4) Extent to which a proposal response illustrates the proposer's capability to perform all services and meet all Scope of Work requirements, and
- (5) Extent to which a proposal response demonstrates the proposer's capacity, capability, and/or commitment to exceed regular service needs (i.e., enhanced features, approaches or methods).

In addition, the evaluation committee will consider the following in evaluating the Methodology and Work Plan section of the proposal:

- (6) Does the methodology and work plan adequately support each of the SOW components?
- (7) Does the methodology and work plan support the suggested CDSS' guideline ratio for the focus of activities?

- e. Allocation of Points for Costs - Each proposer's cost shall be converted to a point score using the allocation formula shown below:

$$(1) \text{ Lowest Cost} \div \text{Current Proposal Cost Being Evaluated} = \text{Result 1} \times \text{Maximum Points for Cost Points Category} = \text{Cost Points}$$

- (2) Example of calculation:

<u>Proposal Costs</u>	<u>Allocation Calculation</u>	<u>Cost Points</u>
\$100 (lowest)	$\$100 \div \$100 = 1 \times 90 \text{ maximum points}$	= 90
\$200	$\$100 \div \$200 = .50 \times 90 \text{ maximum points}$	= 45
\$500	$\$100 \div \$500 = .20 \times 90 \text{ maximum points}$	= 18

- f. Adjustments to Score for Small Business Enterprise Preference

- (1) CDSS will determine which firms, are eligible to receive a bidding preference (i.e., small business). The preference to a certified small business shall be five percent (5%) of the highest responsible proposer's total score.
- (2) CDSS will apply preference adjustments to the total score of eligible proposals to determine the highest scored proposal.
- (3) More information about the allowable bidding preference appears in the RFP section entitled, "Small Business Enterprise Preference Program."

## **L. GENERAL RFP INFORMATION**

### **1. Nonresponsive Proposals**

In addition to any condition previously indicated in this RFP, the following occurrences will cause CDSS to deem a proposal nonresponsive.

- a. Failure of a proposer to meet DVBE participation goals and/or to demonstrate that a Good Faith Effort (GFE) was made to meet those goals.
- b. Failure of a proposer to meet proposal format/content or submission requirements.
- c. If a proposer submits a proposal that is conditional, materially incomplete, or contains material defects, alterations, or irregularities of any kind.
- d. If a proposer supplies false, inaccurate, or misleading information or falsely certifies compliance on any RFP attachment.

### **2. Proposal Modifications After Submission**

A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.

### 3. Withdrawal and/or Resubmission of Proposal

A proposer may withdraw a proposal at any time before the proposal submission deadline. A proposer may withdraw its proposal by submitting a written withdrawal request to the CDSS, signed by an authorized representative of the proposer. A proposer may thereafter submit a new proposal prior to the proposal submission deadline.

### 4. Contract Award and Protests

#### a. Contract Award

- (1) Award of the contract shall be to the proposer whose proposal is given the highest score by the evaluation committee. The highest scored proposal will be determined after CDSS adjusts proposal scores for applicable preferences.
- (2) CDSS shall post a "Notice of Intent to Award" in the lobby of the California Department of Social Services, 744 P Street, Sacramento, California for five (5) working days prior to awarding the contract.
- (3) A copy of the Notice of Intent to Award will be mailed or faxed to all firms that submitted a proposal.
- (4) CDSS will confirm the contract award to the winning proposer after the protest deadline, if no protests are filed, or following the Department of General Service's resolution of all protests. CDSS staff may confirm an award verbally or in writing.

#### b. Settlement of Ties

CDSS will settle a tie in a manner that CDSS determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will CDSS settle a tie by dividing the work among the tied proposers.

#### c. Protest of Contract Award

- (1) Proposers have five (5) working days from the date of posting to protest the proposed award and to inform the Department of General Services (DGS) and CDSS. A letter of intent to protest must be received by DGS or CDSS within the five (5) day posting period. The letter of intent to protest may be sent by regular mail, fax, courier or personal delivery. The letter of intent to protest should identify CDSS as the awarding agency, the RFP number, and the CDSS contact person. If any proposer files a notice of intent to protest the award of the contract, the contract will not be awarded until either the protest has been withdrawn or DGS has decided the protest.
- (2) Within five (5) calendar days after filing the letter of intent to protest, the protesting proposer must file with DGS and CDSS a full and complete written statement specifying the grounds for the protest. The grounds for protest are specified in Public Contract Code (PCC) Sections 10377 and 10378. The protest statement should include the proposer's fax number, if there is one.

(3) The detailed protest must be submitted to the following addresses and may be sent by regular mail, fax, courier or personal delivery:

(a) Department of General Services  
Office of Legal Services  
Attention: Protest Coordinator  
707 Third Street, 7<sup>th</sup> Floor  
West Sacramento, CA 95605  
(916) 376-5080  
FAX: (916) 376-5088

(b) California Department of Social Services  
Attention: Chief, Contracts Bureau  
744 P Street, M. S. 7-747  
Sacramento, CA 95814  
FAX: (916) 657-2362

(4) **NO DETAILED PROTEST STATEMENTS WILL BE ACCEPTED AFTER 4:00 P.M. ON MARCH 7, 2003.** An oral protest will not be accepted, and it is the proposer's responsibility to ensure receipt by the date, time, and place indicated. A postmark will not be accepted as meeting the deadline requirement.

5. Disposition of Proposals

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or other medium which discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the "Notice of Intent to Award" is posted.
- b. Submission of a proposal by a proposer shall constitute agreement to public disclosure of the proposal after the "Notice of Intent to Award" is posted.
- c. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the CDSS.

6. CDSS Rights

In addition to the rights discussed elsewhere in this RFP, CDSS reserves the following rights.

a. RFP Corrections

CDSS may modify the RFP prior to the proposal submission deadline by the issuance of an addendum to all parties to whom CDSS sent a proposal package.

b. Immaterial Proposal Defects

CDSS may waive any immaterial defect in any proposal and allow the proposer to remedy those defects. CDSS' waiver of an immaterial defect in a proposal shall in no way modify the RFP document or excuse a proposer from full compliance with all requirements if awarded the contract.

c. Correction of Clerical or Mathematical Errors

- (1) CDSS reserves the right, at its sole discretion, to overlook, correct or require a proposer to remedy any obvious clerical or mathematical errors.
- (2) If the correction of an error results in an increase or decrease in the total cost, CDSS shall give the proposer the option to accept the corrected cost or withdraw their proposal.
- (3) Proposers may be required to initial corrections to costs and dollar figures if the correction results in an alteration of the annual costs or total cost offered.
- (4) If a mathematical error occurs in a total or extended price and a unit price is present, CDSS will use the unit price to settle the discrepancy.

d. Cancellation of Tentative Award or RFP

The issuance of this RFP does not constitute a commitment by CDSS to award a contract. CDSS reserves the right to reject all proposals and to cancel this RFP if it is in the best interests of CDSS to do so.

e. CDSS Use of Ideas and Concepts

The CDSS reserves the right to use any and all ideas or concepts in any proposal submitted and/or selected for the award of the contract.

7. News Releases

News releases pertaining to this RFP and its award will not be made without prior approval of the CDSS.

**M. SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

Section 14835, et seq. of the California Government Code requires that a five percent preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. To claim the small business preference, which may not exceed \$50,000.00 for any bid, your firm must have its principal place of business located in California and be certified by the Department of General Services (DGS), Office of Small Business and DVBE Certification (OSDC). Should you have questions about small business certification, contact the OSDC at (916) 375-4940, or visit their Internet site: <http://www.pd.dgs.ca.gov/smbus>.

#### **N. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION PROGRAM REQUIREMENTS**

Subject to exceptions in the Government Code and pursuant to regulations, State law requires awarding agencies to have an annual participation goal of three percent (3%) for disabled veteran-owned business enterprises. **The goal for DVBE participation shall apply to this RFP.**

**Carefully read the requirements in Attachment F, Disabled Veteran Business Enterprise Participation Program Requirements. Option A, Commitment to Contract Participation, is applicable to this RFP.**

For more information about the DVBE program, contact the OSDC at (916) 375-4940, or visit their Internet site at: <http://www.pd.dgs.ca.gov/smbus>.

#### **O. CONTRACT TERMS AND CONDITIONS.**

1. All contracts entered into with the CDSS will include by reference General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at Internet site at: <http://www.ols.dgs.ca.gov/standard+language>. The most current versions of the documents are GTC103 and CCC103.
2. A sample contract is provided as **Exhibit III**.
3. If full funding does not become available, is reduced or CDSS determines that it does not need all of the services described in this RFP, CDSS reserves the right to offer an amended contract for reduced services.
4. If the work plan contains proposed methods, approaches, activities, functions or tasks known by CDSS to be ineffective or determined to be unacceptable, CDSS reserves the right to require the substitution of comparable items that can be performed at the same or similar cost, or to delete the items entirely from the work plan and the contract, at the discretion of CDSS.
5. The successful proposer must be able to begin work by April 1, 2003.

**SECTION P. EXHIBITS AND ATTACHMENTS**

<b>EXHIBIT I</b>	<b>EXECUTIVE SUMMARY FOR PHASE 1 OF THE CAMPAIGN</b>
<b>EXHIBIT II</b>	<b>TRAVEL RATES</b>
<b>EXHIBIT III</b>	<b>SAMPLE CONTRACT</b>
<b>ATTACHMENT A</b>	<b>PROPOSAL COVER LETTER AND STATEMENT OF INTENT TO MEET RFP REQUIREMENTS</b>
<b>ATTACHMENT B</b>	<b>REQUIRED ATTACHMENT CHECKLIST</b>
<b>ATTACHMENT C</b>	<b>PROPOSER REFERENCES</b>
<b>ATTACHMENT D</b>	<b>PROPOSER CERTIFICATION AND BID SHEET</b>
<b>ATTACHMENT E</b>	<b>COST SHEET</b>
<b>ATTACHMENT E.1</b>	<b>BUDGET DETAIL</b>
<b>ATTACHMENT F</b>	<b>DVBE PARTICIPATION PROGRAM REQUIREMENTS</b>



Department of Social Services  
SAFELY SURRENDERED BABY  
MEDIA CAMPAIGN  
October 2 – 30 2002  
Monthly Summary Report

The Safely Surrendered Baby Media Campaign was kicked off on October 2, 2002 with simultaneous press conferences in Los Angeles (Glendale Memorial Hospital) and Sacramento (Capitol Steps). On the same day, radio schedules began airing in the Los Angeles area and the San Francisco Bay area on top rated stations in our key demographic (Women 14-38).

Radio stations will air the "No Shame, No Blame, No Names" message during October, November, and December. Since the FCC no longer requires radio stations to provide Public Service Announcement time, the stations in top markets like Los Angeles and San Francisco do not give bonus spots with paid schedules unless they run overnight. Therefore, **tmdgroup, inc.** has reinvested the commission (given to recognized agencies by radio stations) back into the program to **buy** "bonus" spots in December and January.

We have also secured commitments from the radio stations to carry the Safely Surrendered Baby message to the streets in special events and radio van appearances throughout the Los Angeles and Bay areas. Each radio partner will also feature the Safe Haven logo on its web site which will be linked to a page on the DSS site that explains how and where to surrender a baby safely. The results of the first 29 days of the campaign are as follows:

- Los Angeles
  - 495,200 Women 18-34 (or 23.3% of all Women 18-34 in the Los Angeles market) heard our radio message 5 times during the month.
  - 249,200 Teens 12-17 (or 38.4% of all Teens in the Los Angeles market) heard our radio message 4.7 times during the month.
  - An additional 38,950 people received "No Shame, No Blame, No Name" brochures at radio station promotions during the month.
- San Francisco Bay Area
  - 106,100 Women 18-34 (or 10.8% of all Women 18-34 in the San Francisco market) heard our radio message 6.2 times during the month.
  - 73,900 Teens 12-17 (or 25.3% of all Teens in the San Francisco market) heard our radio message 6.5 times during the month.
  - An additional 19,750 people received "No Shame, No Blame, No Name" brochures in radio station promotions during the month.

Almost a million people in the target group have now been exposed to our campaign message. That's like going from 0 to a million in less than 30 days! Once we add the web site link in November, we will almost double our reach!

**EXHIBIT II**

**NON REPRESENTED EMPLOYEES REIMBURSEMENT RATES FOR TRAVEL**  
(Effective 10/1/01)

In accordance with Department of Personnel Administration (DPA) rules and regulations, Title 2, section 599.619 and 599.624.1.

**LODGING:** Lodging maximum reimbursement rates are indicated below.

**Commercial Lodging Reimbursement** (lodging at a hotel/motel, bed & breakfast, etc.)

With receipt:           Statewide actual lodging expenses with receipts up to \$84.00 plus total room tax (except for high rate counties).

Los Angeles and San Diego counties: actual lodging expenses with receipts up to \$110.00 plus total room tax.

Alameda, San Francisco, San Mateo, and Santa Clara counties: actual lodging expenses with receipts up to \$140.00 plus total room tax.

Without receipt:       None – only short-term meal and incidental reimbursement may be claimed.

**Noncommercial Lodging Reimbursement** (lodging with friends, family, or camping)

None -- only short-term meal and incidental reimbursement may be claimed.

**MEALS AND INCIDENTALS:** Meals and incidentals reimbursement must meet the time frames indicated below.

**Meals for trips LESS than 24 hours**

Breakfast:           \$ 6.00 (If the trip begins at or before 0600 *and* ends at or after 0900.)

Effective 1/1/99, if travel is less than 24 hours AND business reasons do not require an overnight stay, meal reimbursements are reportable/taxable.

Lunch:               No lunch may be claimed

Dinner:              \$18.00 (If the trip begins at or before 1600 *and* ends at or after 1900.)  
Effective 1/1/99, if travel is less than 24 hours AND business reasons do not require an overnight stay, meal reimbursements are reportable/taxable.

Incidental:           No incidental may be claimed

**Meals for trips MORE than 24 hours**

Breakfast:           \$ 6.00 (If the trip begins at or before 0600 and ends at or after 0800.)

Lunch:               \$10.00 (If the trip begins at or before 1100 and ends at or after 1400.)

Dinner:              \$18.00 (If the trip begins at or before 1700 and ends at or after 1900.)

Incidentals:         \$ 6.00 (For each full 24-hour period.)

Full meals that are included in airfare, hotel or conference fees, or otherwise provided for, cannot be claimed for reimbursement.

**MILEAGE:**           \$.34 cents per mile

**AIRFARE:**           Actual cost of airline ticket (coach only).

AGREEMENT NUMBER  
**TBD**

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Social Services

CONTRACTOR'S NAME

Bid Required First

2. The term of this Agreement is: xx/xx/xx through xx/xx/xx

3. The maximum amount of this Agreement is: \$ Contract amount in words

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work XX pages

Exhibit B – Budget Detail and Payment Provisions XX pages

Exhibit C\* – General Terms and Conditions GTC103

Check mark one item below as Exhibit D:

- ☒ Exhibit D Special Provisions (Attached hereto as part of this agreement)  
☐ Exhibit D\* Special Provisions

1 page

Exhibit E – Additional Provisions

XX pages

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.  
These documents can be viewed at [www.ols.dgs.ca.gov/standard-language](http://www.ols.dgs.ca.gov/standard-language)

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Social Services

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Gloria Merk, Deputy Director, Administration Division

ADDRESS

744 P Street, Room 700, Sacramento, CA 95814

**California Department of General  
Services Use Only**

☐ Exempt per:

**EXHIBIT A**  
**(Standard Agreement)**

**SCOPE OF WORK**

- A. Contractor agrees to provide to the California Department of Social Services (CDSS) (type of service) as described herein:

(The exact Scope of Work is contingent upon the winning proposal and will be completed after the RFP process.)

- B. The project representatives during the term of this agreement will be:

California Department of Social Services

Contractor

Name: TBD  
Phone: TBD

Name: TBD  
Phone: TBD

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Invoicing and Payment**

1. The maximum amount payable under this agreement shall not exceed (Contract Amount). Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):  
  
2002/03 \$  
2003/04 \$  
2004/05 \$
2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with Exhibit B – Attachment 1, Budget.
3. Payment will be made in the amount of the invoice less 10 percent withholding. The final 10 percent will be paid upon satisfactory completion of all tasks. The 10 percent withhold shall not apply to invoices for media.
3. Reimbursement for necessary travel expenses shall be made from funds within this Agreement and shall not exceed those applicable to excluded state employees under the current Department of Personnel Administration Regulation (DPA 599.619). Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by CDSS. The Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from CDSS.
4. Invoices shall include the Agreement Number (#) and Index Code 2544, and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Social Services  
Office of Child Abuse Prevention  
744 P Street, MS XX  
Sacramento, CA 95814  
Attn: XXX

Any invoices submitted without the above referenced information may be returned to the vendor for further re-processing.

**B. State Budget Contingency Clause**

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**C. For Contract With Federal Funds**

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

**EXHIBIT B**  
**(Standard Agreement)**

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to void the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

**D. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**E. Review**

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

**F. Final Billing**

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing".

**EXHIBIT D**  
**(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**A. DISPUTE PROVISIONS**

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within fifteen (15) calendar days after the date of the action. The written dispute notice shall contain the following information:
  - a. the decision under dispute;
  - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
  - c. identification of all documents and substance of all oral communication which support Contractor's position; and
  - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within fifteen (15) calendar days. The decision of the representative shall contain the following information:
  - a. a description of the dispute;
  - b. a reference to pertinent contract provisions, if applicable;
  - c. a statement of the factual areas of agreement or disagreement; and
  - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within thirty (30) days from the date of receipt of the representative's decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services  
744 P Street, M.S. 7-747  
Sacramento, CA 95814  
Attention: Chief, Contracts Bureau

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

- B. **TERMINATION WITHOUT CAUSE:** This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.
- C. **DEBARMENT AND SUSPENSION:** For federally funded agreements in the amount of \$100,000 or more, the Contractor agrees to certify that he/she and their principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to CDSS the "Certification regarding Debarment, Suspension, Ineligibility and voluntary Exclusion-Lower Tier Transactions". If applicable, a copy of this form is being forwarded to the Contractor with this Agreement. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).
- D. **CERTIFICATION REGARDING LOBBYING:** For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services, the Contractor agrees to sign and submit to CDSS the 'Certification Regarding Lobbying' form which is being forwarded to the Contractor with this Agreement. (Section 1352, Title 31 of the U.S. Code).
- E. **COMPUTER SOFTWARE COPYRIGHTS:** Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**EXHIBIT D**  
**(Standard Agreement)**

- F. A-133 AUDIT: For any contract with a state or local agency, non-profit agency, or an institution of higher education containing at least \$300,000.00 of federal funds, the Contractor agrees to obtain an agency-wide, independent audit in accordance with the Federal Office of Management and Budget (OMB) Circular A-133 and to submit a complete copy of the final audit report to the project representative identified in Exhibit A, Scope of Work, within 90 days following the end of the contract term.
- G. PRIORITY HIRING: For any contract in excess of \$200,000.00, the Contractor is obligated to give priority hiring consideration in filling vacancies for positions funded by this contract to qualified recipients of aid under Welfare and Institution Code Section 11200. The requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation or hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California and does not require the employment of unqualified recipients of aid.
- H. SUBCONTRACTORS: (Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.



**EXHIBIT E**  
**(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**A. OWNERSHIP OF DATA**

CDSS owns data filed with or collected by the Contractor in both hardcopy, electronic and Internet formats. Data, in all forms, is the property of CDSS and copyrights, trademarks, servicemarks, or patents will not be filed that infringe on the exclusive ownership by CDSS.

**B. RIGHTS IN DATA**

All deliverables as defined in the Scope of Work originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement shall be delivered to and shall become the exclusive property of CDSS and may be copyrighted by CDSS.

The ideas, concepts, know-how, or techniques relating to the subject matter of each individual project, developed during the course of this Agreement by the Contractor or jointly by the Contractor and CDSS can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of CDSS. CDSS agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any other such person and further agrees that the Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Agreement shall not preclude the Contractor from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials which might be delivered to CDSS pursuant to this Agreement. Pursuant to this Agreement, all preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.

**C. CONTRACTOR EVALUATION**

Contractor is hereby notified that the State will evaluate Contractor's performance for compliance with the terms of this Agreement within sixty (60) days of the completion of the Agreement. The evaluation shall be prepared on a "Contract/Contractor Evaluation," Std. Form 4. If the performance of the Contractor is not satisfactory, the State shall send a copy of the evaluation to the California State Department of General Services, Office of Legal Services, within five (5) working days after the completion of the evaluation. Contractor shall be notified and sent a copy of the unsatisfactory evaluation within fifteen (15) days after its completion.

**D. RESUMES**

The resumes of the principal personnel the Contractor will use to provide services under this Agreement are attached as Exhibit E - Attachment 1.

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**REQUEST FOR PROPOSAL (RFP) 02-18**  
**PROPOSAL COVER LETTER AND STATEMENT OF INTENT TO MEET RFP REQUIREMENTS**

---

**TO:** Rosa Sanchez, Contracts Officer  
California Department of Social Services  
Contracts Bureau  
744 P Street, M.S. 7-747  
Sacramento, CA 95814

**SUBJECT: REQUEST FOR PROPOSAL (RFP) 02-18, SAFELY SURRENDERED BABY PUBLIC EDUCATION CAMPAIGN**

The subject proposal is submitted for consideration of award of contract for the anticipated term of April 1, 2003 through March 31, 2005.

NAME OF BIDDER (LEGAL ENTITY)	
NAME OF PARENT CORPORATION (IF APPLICABLE)	
STREET ADDRESS	
CITY, STATE, ZIP CODE	
CONTACT PERSON (TYPE OR PRINT)	(AREA CODE) TELEPHONE NUMBER

***The Bidder's signature affixed hereon shall constitute the Bidder's intent to comply with all requirements specified in the RFP.***

SIGNATURE OF PERSON AUTHORIZED TO SIGN BID	DATE SIGNED
NAME AND TITLE (PRINT OR TYPE)	

Proposals are due in the California Department of Social Services, Contracts Bureau, no later than 4:00 p.m. on February 20, 2003. Proposals not received by the specified time, date, and location shall be rejected. Postmarks or fax transmissions will not be accepted.

## **REQUIRED ATTACHMENT CHECKLIST**

A complete proposal package will consist of the items identified below.

Complete this Check List to confirm the items in your proposal. Place a check mark next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be submitted. This Check List should also be returned with your proposal package.

√

	<b>Attachment A</b>	Proposal Cover Letter and Statement of Intent to Meet RFP Requirements
	<b>Attachment B</b>	Required Attachment Check List
		Table of Contents
		Body of Proposal
		• Identification of Proposer
		• Management
		• Personnel
		• Subcontractors
		• Previous Experience & References
	<b>Attachment C</b>	• Proposer References
		• Methodology and Work Plan
		• Creative Work Samples
		• Cost
	<b>Attachment D</b>	• Proposer Certification and Bid Sheet
	<b>Attachment E</b>	• Cost Sheet
	<b>Attachment E.1</b>	• Budget Detail for Each SOW Component
		Additional Documentation
		• Proof of Corporate Status (Corporations Only)
		• Proof of Nonprofit Status (Nonprofit Organizations Only)
		• Copies of Financial Statements
	<b>Attachment F</b>	• Documentation of DVBE Participation and/or Good Faith Effort
		• STD 840 – DVBE Participation Summary
		• Copy of DVBE Certification Letter for each DVBE listed on the STD 840.
		• Documentation of Good Faith Effort. Exhibit A of Attachment F.

**PROPOSER REFERENCES**

All information must be provided.

**REFERENCE 1**

Name of Firm:

Street Address:

City:

| State:

| Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

**REFERENCE 2**

Name of Firm:

Street Address:

City:

| State:

| Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

**REFERENCE 3**

Name of Firm:

Street Address:

City:

| State:

| Zip Code:

Contact Person:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

## PROPOSER CERTIFICATION AND BID SHEET

This Proposer Certification and Bid Sheet must be signed and submitted with your proposal.

- A. Our all inclusive bid is submitted as detailed in **Attachments E and E.1**.
- B. All required attachments are included with this Proposer Certification and Bid Sheet.
- C. I have read and understand the DVBE participation requirements (**Attachment F**) and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. *Nondiscrimination Compliance Statement: The prospective contractor's signature affixed hereon and dated shall constitute a certification, under penalty of perjury under the laws of the State of California, that the bidder has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f); and Title 2, CCR Section 8113.*

**An unsigned Proposer Certification and Bid Sheet may be cause for rejection.**

1. COMPANY NAME	2. AREA CODE + PHONE NUMBER	2a. AREA CODE + FAX NUMBER
2b. EMAIL ADDRESS		
3. ADDRESS, CITY, STATE AND ZIP CODE		
INDICATE YOUR ORGANIZATION TYPE:		
4. <input type="checkbox"/> SOLE PROPRIETORSHIP	5. <input type="checkbox"/> PARTNERSHIP	6. <input type="checkbox"/> CORPORATION
INDICATE THE APPLICABLE EMPLOYEE AND/OR CORPORATION NUMBER:		
7. FEDERAL EMPLOYEE ID NO. (FEIN)	8. CALIFORNIA CORPORATION NO.	
9. BIDDER'S NAME (PRINT)	10. TITLE	
11. SIGNATURE	12. DATE	
13. ARE YOU CERTIFIED WITH THE DEPARTMENT OF GENERAL SERVICES, OFFICE OF SMALL BUSINESS AND DVBE CERTIFICATION (OSDC) AS:		
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> a. SMALL BUSINESS ENTERPRISE YES <input type="checkbox"/> NO <input type="checkbox"/>   IF YES, ENTER REFERENCE NUMBER: _____ </div> <div style="width: 45%;"> b. DISABLED VETERAN BUSINESS ENTERPRISE YES <input type="checkbox"/> NO <input type="checkbox"/>   IF YES, ENTER REFERENCE NUMBER: _____ </div> </div>		
<b>NOTE:</b> A COPY OF YOUR CERTIFICATION IS REQUIRED TO BE INCLUDED IF EITHER OF THE ABOVE ITEMS IS CHECKED "YES". DATE APPLICATION WAS SUBMITTED TO OSDC, IF AN APPLICATION IS PENDING: _____		

### Completion Instructions for Proposer Certification and Bid Sheet

Complete the numbered items on the Bidder Certification and Bid Sheet by following the instructions below.

Item Numbers	Instructions
<b>1, 2, 2a, 2b, 3</b>	Must be completed. These items are self-explanatory.
<b>4</b>	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
<b>5</b>	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
<b>6</b>	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
<b>7</b>	Enter your federal employee tax identification number.
<b>8</b>	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
<b>9, 10, 11, 12</b>	Must be completed. These items are self-explanatory.
<b>13</b>	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your reference number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your reference number on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDC.

**COST SHEET**

<b>SCOPE OF WORK COMPONENT</b>	<b>COST</b>
#1. Media Market Research, Analysis and Media Buying	\$
#2. Public Relations	\$
#3. Community Outreach	\$
#4. Media and Corporate Partnerships	\$
<b>TOTAL COSTS</b> (Bid Amount)	\$

For each component listed above, please provide Budget Detail (**Attachment E.1**).

**Budget Detail for Component # \_\_\_\_\_**

Provide a separate Budget Detail for each Component listed in Exhibit E.

**DIRECT LABOR:**

**CONTRACTOR**

CLASSIFICATION	# OF HOURS	HOURLY RATE	TOTAL
_____	_____ @ _____	_____	_____
	Subtotal		\$ _____

**SUBCONTRACTOR(S)**

\_\_\_\_\_ (Specify company name)

_____	_____ @ _____	_____	_____
	Subtotal		\$ _____

**DIRECT COSTS** – ITEMIZE BELOW: (i.e., Media Purchases, Travel Expenses, Other-specify. Enter zero if there are not direct costs.)

_____	\$ _____	
_____	\$ _____	
	Subtotal	\$ _____

TOTAL COST FOR COMPONENT\* \$ \_\_\_\_\_

\*Enter this amount under SOW Component on **Attachment E**.



## **DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION PROGRAM REQUIREMENTS**

### **PLEASE READ THESE INSTRUCTIONS CAREFULLY**

Public Contract Code Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements are included for this contract. This solicitation attachment provides program information and bidder responsibilities for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award. Failure to submit a complete response may result in a non-responsive determination, in which case the bid will be rejected.

For bid response assistance, please contact the contracting official below:

Rosa Sanchez, Contracts Officer  
California Department of Social Services  
744 P Street, M.S. 7-747  
Sacramento, CA 95814  
Telephone: (916) 657-2364  
Fax: (916) 657-2362  
E-mail address: Rosa.Sanchez@dss.ca.gov

The Office of Small Business & DVBE Certification (OSDC) offers program information and may be reached at:

Department of General Services  
Office of Small Business & DVBE Certification  
707 Third Street, First Floor, Room 400  
West Sacramento, CA 95605  
Homepage: <http://www.pd.dgs.ca.gov/smbus>  
24 hour information and document request system: (916) 322-5060  
Receptionist: (916) 375-4940 or (800) 559-5529  
Fax: (916) 375-4950

## DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

Before you begin to prepare your bid response, you will need to determine which option you will use and document to meet DVBE Participation Program requirements:

- A. Commitment to Contract Participation** - Meet or exceed the goal of at least 3% DVBE participation for this solicitation and document that commitment. Should efforts result in partial or no participation, you must document your "good faith efforts" to attain DVBE participation for this solicitation to meet DVBE Participation Program requirements. Option A instructions are included below.
- B. Business Utilization Plan** - Submit with your bid a copy of your firm's "Notice of Approved DVBE Business Utilization Plan". Additional Option B information is provided on page 5.

NOTE: Business Utilization Plans must address DVBE participation and apply only to procurements for materials, supplies and equipment, including electronic data processing and telecommunication goods and services.

### OPTION A - Commitment to Contract Participation

Meet or exceed DVBE participation goal of at least 3% for the proposed contract by one of the following two (2) ways:

1. **If you are a non-DVBE bidder:** Commit to use DVBE(s) for at least 3% of the contract bid amount.
2. **If you are a DVBE bidder:** Commit to perform at least 3% of the contract bid amount with your firm or in combination with other DVBE(s).

**To Document DVBE Participation:** Use the "Disabled Veteran Business Enterprise Participation Summary", form STD 840.

**DVBE Certification:** OSDC-DVBE certification is the only acceptable certification.

NOTE: Bidders must include certification verification for each participating DVBE bidder, subcontractor, and/or supplier.

Should full goal attainment not be achieved, your "good faith efforts" must be documented to meet DVBE Participation Program requirements prior to the solicitation due date, by completing Exhibit A in its entirety. Bidders are encouraged to seek at least partial DVBE participation.

## GOOD FAITH EFFORT

NOTE: All efforts intend to identify and attain DVBE participation.

### Step 1, Outreach, Awarding Department

- Contact the contracting official identified for this bid to identify potential DVBE subcontractors/suppliers. Document contact(s) and results on Exhibit A.

### Step 2, Outreach, Other State, Federal and Local Organizations

- **State** - Contact the OSDC to identify certified DVBEs. An Internet Certified DVBE Query Report is available at <http://www.pd.dgs.ca.gov/smbus> or a listing may be requested by calling (916) 322-5060. Document contact and results in Exhibit A.
- **Federal** – Contact the Federal Small Business Administration (SBA) to identify potential DVBE subcontractors/suppliers. The “State Contracting Resource Packet” referenced below contains information on contacting the SBA. Document contact and results in Exhibit A.
- **Local** - The OSDC publishes the "State Contracting Resource Packet" to assist bidders in meeting this requirement. The "State Contracting Resource Packet" is available on the Internet at <http://www.pd.dgs.ca.gov/smbus> or may be requested by calling (916) 322-5060. Document request and results. Contact listed local organizations to identify potential DVBE subcontractors/suppliers. Document contact and results on Exhibit A.

**Step 3, Advertisements** - Advertise in at least one trade and one focus publication (minimum two ads). List publication name(s) and advertisement dates on Exhibit A. Include copies of ads with bid.

<p><b>DUE TO TIME CONSTRAINTS, STEP 3, ADVERTISING REQUIREMENT, IS WAIVED FOR RFP 02-18.</b></p>
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NOTE:

- Advertising is mandatory unless the solicitation document specifically waives the requirement due to time constraints.
- Advertising must be published more than 14 days prior to the bid opening date.
- Sample ad content:

(YOUR COMPANY NAME)  
IS SEEKING QUALIFIED  
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
SUBCONTRACTORS &/OR SUPPLIERS  
TO PROVIDE (WHAT) FOR (PROJECT) (LOCATION)  
CONTACT: (NAME, ADDRESS, TELEPHONE, FAX, E-MAIL)  
BIDS DUE: (DATE/TIME)  
(SOLICITATION NUMBER)

- In accordance with PCC Section 10115.2(b)(3), bidders must advertise in one trade and one focus publication unless the DVBE goal is satisfied. The OSDC publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain a list, please contact the OSDC and request the "State Contracting Resource Packet" at:

Department of General Services  
Office of Small Business & DVBE Certification  
707 Third Street, First Floor, Room 400  
West Sacramento, CA 95605  
Homepage: <http://www.pd.dgs.ca.gov/smbus>  
24 hour information and document request system: (916) 322-5060  
Receptionist: (916) 375-4940 or (800) 559-5529  
Fax: (916) 375-4950

**Step 4, Invitations to Bid** - Invite identified DVBE subcontractors/suppliers to bid. Steps 1-3 should have produced a list of potential DVBEs.

- **Solicitation Sample** - Include a sample of the solicitation sent (letter, fax, e-mail) or discussed (by phone) with DVBE firms. If contact was by phone, document the conversation, date, time, contact person, and business opportunities discussed.
- **Bidders List** - Include the list of DVBEs invited to bid.

**Step 5, Consider responses** - Bidders must consider responding DVBEs for contract participation. Consideration should be based upon business reasons and the same criteria applies to all potential subcontractors/suppliers. List on Exhibit A those firms from your bidders list that responded to your, Step 4, Invitation to Bid. Indicate using the word "selected" if a firm was selected for participation or provide the business reason for non-selection. **NOTE: Firms shown as selected are to be listed on form STD 840.** If you have exhausted all avenues to attain DVBE bid responses, and no responses were received, indicate "none" on form STD 840.

### **OPTION B - Business Utilization Plan**

1. PCC Section 10115.15 permits bidders to submit DVBE Business Utilization Plans to satisfy DVBE Participation Program requirements. The Business Utilization Plans:
  - Are annually approved by the Department of General Services (DGS), Procurement Division (PD), Small Business Resource Unit and address DVBE participation. The annual approval process includes a prior year compliance evaluation.
  - Apply only to procurements for materials, supplies and equipment, including electronic data processing and telecommunications goods and services.
  - Address statutory information requirements.
  - Must be submitted prior to the bid due date and subsequently approved to satisfy DVBE Participation Program requirements.
2. DVBE Business Utilization Plans do not satisfy DVBE participation requirements for construction or non-EDP service contracts or contracts having DVBE goals which exceed those contained in the bidder's approved Business Utilization Plan.
3. Instructions for the preparation and submission of DVBE Business Utilization Plans may be obtained by contacting the DGS, OSDC, 707 Third Street, First Floor, West Sacramento, CA 95605 or by calling (916) 375-4559.

### **CONTRACT AUDITS**

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to performance of the contract, including but not limited to reports of payments made to subcontractors during the term of the contract. Contractor agrees to provide the State or its delegate access to its premise, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Contractor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

## ANSWERS TO FREQUENTLY ASKED QUESTIONS

The following questions are among the most frequently asked regarding DVBE requirements:

**Q: *If I am awarded the contract, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my bid?***

**A:** Yes, unless you have requested and received substitution approval from the State. See California Code of Regulations Section 1896.64 (c ) & (d) for substitution criteria.

Written requests should include:

- the person's or firm's name to be substituted,
- the substitution reason,
- the reason a non-DVBE subcontractor is proposed, if applicable,
- describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity, and
- the certification status of the firm, if any.

The request and the State's approval or disapproval is not construed as an excuse for noncompliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

**Q: *Who notifies the subcontractor when an award is made?***

**A:** Upon award to a prime contractor, the awarding department notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

**Q: *What happens to bids considered non-responsive to the DVBE Participation Program requirements?***

**A:** Non-responsive bids are rejected. Many are rejected because of:

- incomplete documentation,
- documentation not received by bid due date,
- mathematical error related to the percentages,
- basing goal attainment on workforce composition.

**Q: *If I am a disabled veteran business enterprise, can I meet the 3% contract goal as a single company?***

**A:** Yes.

**Q: *If my submitted bid meets the contract goal and the State decides to make multiple awards to the bid/contract, could my bid be considered non-responsive?***

**A:** No, the State's decision to make multiple awards will not jeopardize bid compliance.

STATE OF CALIFORNIA  
**DISABLED VETERAN BUSINESS**  
**ENTERPRISE PARTICIPATION SUMMARY**  
STD. 840

**See next page for completion instructions.**

COMPANY NAME	NATURE OF WORK	CONTRACTING WITH	TIER	CLAIMED DVBE VALUE	CERTIFICATION

STATE OF CALIFORNIA  
**DISABLED VETERAN BUSINESS  
ENTERPRISE PARTICIPATION SUMMARY**  
STD.840

## **COMPLETION INSTRUCTIONS**

THIS FORM **MUST** BE COMPLETED WHETHER THE CONTRACT GOALS ARE ACHIEVED OR A "GOOD FAITH EFFORT" IS MADE AND DOCUMENTED. IF NO PARTICIPATION IS OBTAINED, STATE "N/A" OR "NONE." FULL AND PARTIAL GOAL ACHIEVEMENT SHOULD BE REPORTED.

**COMPANY NAME** - list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, the name **MUST** be listed for participation.

**NATURE OF WORK** - identify the proposed work to be performed by the prime contractor or subcontractors.

**CONTRACTING WITH** - list the name of the department or company with which the company listed is contracting.

**TIER** - the contracting tier should be indicated with the following level designations:

- 0=Prime or Joint Contractor
- 1=Primary Subcontractor/Supplier
- 2=Subcontractor/Supplier of Level 1 Subcontractor/Supplier
- 3=Subcontractor/Supplier of Level 2 Subcontractor/Supplier, etc.

**CLAIMED DVBE VALUE** - the total participation dollar amount claimed by a disabled veteran business enterprise (DVBE) for this bid.

**CERTIFICATION** - to obtain DVBE participation credit, the firm must be formally certified by the Office of Small Business Certification and Resources. Check "yes" if the certification verification has been included for each firm listed for participation.



## GOOD FAITH EFFORT DOCUMENTATION - EXHIBIT A

**SOLICITATION NO.**\_\_\_\_\_ **CONTRACTOR/BIDDER'S NAME**\_\_\_\_\_

This form is provided to document outreach, solicitations and consideration given to DVBEs.

**Step 1 - Contact awarding department to identify potential DVBE subcontractors/suppliers.**

**Step 2 - Contact other state, federal and local organizations to identify potential DVBÉ subcontractors/suppliers.**

INSTRUCTIONS ARE FOUND ON PAGE 3.

[illegible]

## GOOD FAITH EFFORT DOCUMENTATION - EXHIBIT A, Continued

SOLICITATION NO. \_\_\_\_\_ CONTRACTOR/BIDDER'S NAME \_\_\_\_\_

**Step 3 - Advertisements** - List publications in which you advertised to identify potential DVBE subcontractors/suppliers (include a copy of each advertisement with bid). List publication dates for each advertisement. **(STEP 3 IS WAIVED FOR RFP 02-18)**

Publication Name

Publication Date(s)

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

### Step 4 - Invitations to Bid -

- a. **Solicitation Copy:** Attach a solicitation copy sent to potential DVBE subcontractors/suppliers. If multiple solicitations methods were used attach a solicitation copy for each method. If phone contacts were made, document the conversations: date, time, contact person, and business opportunities discussed.
- b. **Solicitation List:** Attach a list of all DVBEs solicited. If multiple solicitation methods were used indicate method used for each.

**GOOD FAITH EFFORT DOCUMENTATION - EXHIBIT A, Continued**

**SOLICITATION NO. \_\_\_\_\_ CONTRACTOR/BIDDER'S NAME: \_\_\_\_\_**

**Step 5 - Consider DVBE responses** - List below the DVBEs responding to your solicitation. If selected for participation, write in "selected" or the business reason for non-selection. Use additional pages as needed. If you have exhausted all resources and received no responses, please indicate "none".

DVBE Name

Selected/Business Reason for Non-Selection

[illegible]